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OMNI HOTELS MANAGEMENT CORPORATION
and OMNI RANCHO LAS PALMAS, LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

WAEL HUSSIEN ELATAR,

Plaintiff,

v.

OMNI HOTELS MANAGEMENT CORPORATION a corporation;
OMNI RANCHO LAS PALMAS, LLC, a limited liability company; TRT HOLDINGS, INC., a corporation;
JOSE MALDONADO, an individual;
VINCENT MORALES, an individual;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 5:25-cv-00621-KK-SHK

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

Courtroom: 3
District Judge: Kenly Kiya Kato
Magistrate Judge: Shashi H. Kewalramani
Complaint Filed: April 25, 2024
Trial Date: October 6, 2025

WHEREAS, the parties intend for this Protective Order to govern the handling, designation, and disclosure of confidential documents and information in both this federal action (Elatar v. Omni, Case No. 5:25-cv-00621-KK-SHK) and the related or predecessor state court proceeding (Riverside County Superior Court Case No. CVRI2202885), whether the case remains in federal court or is remanded;

The following parties, WAEL HUSSIEN ELATAR (“Plaintiff”) and OMNI HOTELS MANAGEMENT CORPORATION and OMNI RANCHO LAS PALMAS, LLC (“Defendants”), by their undersigned counsel, have and hereby stipulate and agree to entry of the following Stipulated Protective Order and to abide by the following terms:

1 WHEREAS, Plaintiff has propounded or will propound certain discovery
2 requests to Defendants seeking information which Defendants consider to be
3 proprietary, confidential business records and/or trade secrets;

4 WHEREAS, Defendants have expressed a willingness to provide the
5 proprietary information, confidential business records and/or trade secrets
6 (“confidential documents and information”) which would be necessarily disclosed in
7 complying with these discovery requests, provided that the Court enter an appropriate
8 protective order; and

9 WHEREAS, the parties have agreed to this;

10 The following procedure shall govern the production, use and disposal of the
11 confidential documents and information:

12 1. A. PURPOSES AND LIMITATIONS

13 Discovery in this action is likely to involve production of confidential,
14 proprietary, or private information for which special protection from public
15 disclosure and from use for any purpose other than prosecuting this litigation may be
16 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
17 the following Stipulated Protective Order. The parties acknowledge that this Order
18 does not confer blanket protections on all disclosures or responses to discovery and
19 that the protection it affords from public disclosure and use extends only to the
20 limited information or items that are entitled to confidential treatment under the
21 applicable legal principles. The parties further acknowledge, as set forth in Section
22 12.3, below, that this Stipulated Protective Order does not entitle them to file
23 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
24 that must be followed and the standards that will be applied when a party seeks
25 permission from the court to file material under seal.

26 B. GOOD CAUSE STATEMENT

27 ~~[*The “Good Case Statement” should be edited to include or exclude specific~~
28 ~~information that applies to the particular case, i.e., what harm will result from~~

1 ~~the disclosure of the confidential information likely to be produced in this~~
2 ~~case? Below is an example:-~~

3 This action is likely to involve trade secrets, customer and pricing lists and
4 other valuable research, development, commercial, financial, technical and/or
5 proprietary information for which special protection from public disclosure and from
6 use for any purpose other than prosecution of this action is warranted. Such
7 confidential and proprietary materials and information consist of, among other
8 things, confidential business or financial information, information regarding
9 confidential business practices, or other confidential research, development, or
10 commercial information (including information implicating privacy rights of third
11 parties), information otherwise generally unavailable to the public, or which may be
12 privileged or otherwise protected from disclosure under state or federal statutes, court
13 rules, case decisions, or common law. Accordingly, to expedite the flow of
14 information, to facilitate the prompt resolution of disputes over confidentiality of
15 discovery materials, to adequately protect information the parties are entitled to keep
16 confidential, to ensure that the parties are permitted reasonable necessary uses of such
17 material in preparation for and in the conduct of trial, to address their handling at the
18 end of the litigation, and serve the ends of justice, a protective order for such
19 information is justified in this matter. It is the intent of the parties that information
20 will not be designated as confidential for tactical reasons and that nothing be so
21 designated without a good faith belief that it has been maintained in a confidential,
22 non-public manner, and there is good cause why it should not be part of the public
23 record of this case.

24 2. DEFINITIONS

25 2.1 Action: [this pending federal lawsuit] [*Option: consolidated or
26 related actions.]

27 2.2 Challenging Party: a Party or Non-Party that challenges the
28 designation of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information
2 (regardless of how it is generated, stored or maintained) or tangible things that
3 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
4 above in the Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as
6 well as their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates
8 information or items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information,
11 regardless of the medium or manner in which it is generated, stored, or maintained
12 (including, among other things, testimony, transcripts, and tangible things), that are
13 produced or generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association,
21 or other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees
23 of a party to this Action but are retained to represent or advise a party to this Action
24 and have appeared in this Action on behalf of that party or are affiliated with a law
25 firm which has appeared on behalf of that party, and includes support staff.

26 2.11 Party: any party to this Action, including all of its officers,
27 directors, employees, consultants, retained experts, and Outside Counsel of Record
28 (and their support staff).

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure
2 or Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material
8 that is designated as “CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 3. SCOPE

12 The parties agree that this Protective Order shall govern the treatment of
13 Protected Material in both the federal and state court proceedings referenced above.
14 If this matter is remanded to the Riverside County Superior Court, the parties shall
15 jointly submit this Order for recognition and enforcement in that court. Until such
16 time, the parties agree to treat this Protective Order as binding in both forums. Any
17 party may move to have this Order formally entered in the state court, if necessary,
18 and no party shall oppose such motion.

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or
22 compilations of Protected Material; and (3) any testimony, conversations, or
23 presentations by Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 ~~[ONE POSSIBLE PARAGRAPH] Once a case proceeds to trial, all of the~~
28 ~~information that was designated as confidential or maintained pursuant to this~~

~~protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.~~

~~[ALTERNATIVE POSSIBLE PARAGRAPH]~~ Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearing’s~~rehearings~~rehearing’s, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, that Designating Party must
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
10 under this Order must be clearly ~~so~~ designated so before the material is disclosed or
11 produced.

12 Designation in conformity with this Order requires:

13 (a) ~~for information~~ For information in documentary form (e.g.,
14 paper or electronic documents, but excluding transcripts of depositions or other
15 pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
17 contains protected material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify the protected
19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for
21 inspection need not designate them for protection until after the inspecting Party has
22 indicated which documents it would like copied and produced. During the inspection
23 and before the designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
25 it wants copied and produced, the Producing Party must determine which documents,
26 or portions thereof, qualify for protection under this Order. Then, before producing
27 the specified documents, the Producing Party must affix the "CONFIDENTIAL
28 legend" to each page that contains Protected Material. If only a portion or portions

1 of the material on a page qualifies for protection, the Producing Party also must
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
3 margins).

4 (b) for testimony given in depositions that the Designating Party
5 identify the Disclosure or Discovery Material on the record, before the close of the
6 deposition all protected testimony.

7 (c) for information produced in some form other than documentary
8 and for any other tangible items, that the Producing Party affix in a prominent place
9 on the exterior of the container or containers in which the information is stored the
10 legend "CONFIDENTIAL." If only a portion or portions of the information warrants
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party's right to secure protection under this Order for such material.
16 Upon timely correction of a designation, the Receiving Party must make reasonable
17 efforts to assure that the material is treated in accordance with the provisions of this
18 Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges: Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 et seq. 6.3 The burden of persuasion in any
25 such challenge proceeding shall be on the Designating Party. Frivolous challenges,
26 and those made for an improper purpose (e.g., to harass or impose unnecessary
27 expenses and burdens on other parties) may expose the Challenging Party to
28 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality

1 designation, all parties shall continue to afford the material in question the level of
2 protection to which it is entitled under the Producing Party's designation until the
3 Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
20 as employees of said Outside Counsel of Record to whom it is reasonably necessary
21 to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of the
23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorney for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
9 not be permitted to keep any confidential information unless they, sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may be
13 separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order
25 to issue in the other litigation that some or all of the material covered by the subpoena
26 or order is subject to this Protective Order. Such notification shall include a copy of
27 this Stipulated Protective Order;

28 (c) and cooperate with respect to all reasonable procedures sought to be

1 pursued by the Designating Party whose Protected Material may be affected. If the
2 Designating Party timely seeks a protective order, the Party served with the subpoena
3 or court order shall not produce any information designated in this action as
4 “CONFIDENTIAL” before a determination by the court from which the subpoena or
5 order issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that
7 court of its confidential material and nothing in these provisions should be construed
8 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
9 directive from another court.

10 ~~9.~~ A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
11 ~~10.9. 20~~ PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a
13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
14 produced by Non-Parties in connection with this litigation is protected by the
15 remedies and relief provided by this Order. Nothing in these provisions should be
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party’s confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party’s
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-
22 Party that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the
28 Non-Party, if requested.